

R E S O L U T I O N

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY AND THE CITY OF NORTHGLENN REGARDING THE EASTLAKE AVENUE RELOCATION.

WHEREAS, Section 18(2)(a) of Article XIV of the Colorado Constitution and Sections 29-1-201 et seq. and 29-20-105 of the Colorado Revised Statutes authorize and encourage governments to cooperate by contracting with one another for their mutual benefit; and

WHEREAS, the City is currently working with a developer for the Eastlake Station South development project located west of the Eastlake 124th Station area. The developer's Conceptual Site Plan includes, among other things, the relocation of Eastlake Avenue between Lafayette Street and Claude Court as a collector street that will be constructed within existing right-of-way (ROW) and future ROW over land owned by the Eastlake Water Company as the developer has depicted in Exhibit A attached hereto; and

WHEREAS, the City is amenable to this relocation because it is consistent with the Eastlake Subarea Plan and the Eastlake Station Area Master Plan, as amended; and

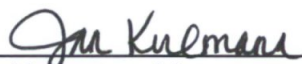
WHEREAS, the City of Thornton and City of Northglenn recognize both will benefit from completion of this relocation of Eastlake Avenue (Project) and desire to address the Project roadway design and construction standards, road standards, and maintenance responsibilities, and to identify adjacent property access control.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF THORNTON, COLORADO, AS FOLLOWS:

1. That the Intergovernmental Agreement (IGA) attached hereto and incorporated herein is hereby approved.
2. That the City Manager, or his designee, is hereby authorized to sign, and the City Clerk to attest, the IGA.
3. That the IGA shall not be effective until executed by both Cities.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Thornton, Colorado, on May 11, 2021.

CITY OF THORNTON, COLORADO



Jan Kulmann, Mayor

ATTEST:



Kristen N. Rosenbaum, City Clerk

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITIES OF
THORNTON AND NORTHGLENN REGARDING EASTLAKE AVENUE
RELOCATION**

This Intergovernmental Agreement ("Agreement") is made and entered into this 11 day of May, 2021 by and between the City of Thornton, a Colorado home rule municipality located at 9500 Civic Center Drive, Thornton, CO 80229 ("Thornton"), and the City of Northglenn, a Colorado home rule municipality located at 11701 Community Center Drive, Northglenn, CO 80233 ("Northglenn"). Thornton and Northglenn may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, Section 18(2)(a) of Article XIV of the Colorado Constitution and Sections 29-1-201 *et seq.* and 29-20-105 of the Colorado Revised Statutes authorize and encourage governments to cooperate by contracting with one another for their mutual benefit; and

WHEREAS, Thornton is currently working with a developer for the Eastlake Station South development project located west of the Eastlake Station Area. The developer's conceptual site plan includes, among other things, the relocation of Eastlake Avenue between Lafayette Street and Claude Court as a collector street that will be constructed within existing right-of-way and future right-of-way over land owned by the Eastlake Water Company ("Eastlake Parcel") and the developer as depicted in Exhibit A attached hereto; and

WHEREAS, Thornton is amenable to this relocation because it is consistent with its Eastlake Subarea Plan and the Eastlake Station Area Master Plan, as amended; and

WHEREAS, the Parties recognize both will benefit from completion of this relocation of Eastlake Avenue (the "Project") and desire to address Project roadway design and construction standards, road standards, and maintenance responsibilities, and to identify adjacent property access control.

TERMS

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties hereto agree as follows:

1. Recitals Incorporated. The recitals set forth above are incorporated into this Agreement, and shall be deemed terms and provisions hereof, to the same extent as if fully set forth in this Section.
2. Right of Way. The Project right of way required to be acquired from Eastlake Water Company and other property to be provided by the developer as generally depicted in Exhibit A and marked as "Right of Way" shall be at no cost to Northglenn.

3. Design and Construction of the Project.

- a. The Project shall be designed and constructed in accordance with current Thornton Standards and Specifications including Thornton MS-4 stormwater permit requirements.
- b. Thornton shall, with concurrence from Northglenn, determine the Project's access control to adjacent properties subject to the Thornton's municipal jurisdiction in accordance with Thornton codes, standards and specifications. The Project's access control for properties subject to Northglenn's municipal jurisdiction shall be in accordance with Northglenn codes, standards and specifications, with concurrence from Thornton.
- c. At the time of Project design review, Thornton will request input from Northglenn's representative, identified in Paragraph 5 herein.
- d. Project design and construction costs shall be at no cost to Northglenn.
- e. Northglenn agrees not to unreasonably withhold or delay the review, approval or processing of plans and fees associated with the Project located within its boundaries.
- f. All work product produced as a result of this Agreement shall be owned by Thornton and made available to Northglenn in an appropriate format, if requested.

4. Maintenance Responsibilities.

- a. When the Project is open to the traveling public, the relocated Eastlake Avenue maintenance will be the sole responsibility of Thornton and at no cost to Northglenn.
- b. Maintenance includes, but is not limited to, necessary repair and replacement of the street, sidewalk, shared use paths, trails, traffic control devices, lighting, striping, signs, landscape, and snow and ice removal.

5. Party Representatives. The Party Representatives are as follows:

Northglenn
Name title
Address
Phone
Email

Thornton
Name title
Address
Phone
Email

6. Miscellaneous.

- a. Colorado Governmental Immunity Act. Northglenn and Thornton by entering into this Agreement do not waive the rights, limitations, and defenses of the Colorado Governmental Immunity Act, C.R.S. 24-10-101 *et seq.*, as it is from time to time amended, or other rights or protections otherwise provided by law.
- b. Separate Entities. Northglenn and Thornton are separate, independent governmental entities and shall maintain such status throughout the course of this Agreement.
- c. Appropriations. Notwithstanding any other term, condition, or provision herein, each and every financial obligation of Northglenn and Thornton stated in this Agreement is subject to the requirement of a prior appropriation of funds therefor by the appropriate governing body.
- d. No Agency. It is understood and agreed that this Agreement is intended to facilitate cooperation between Northglenn and Thornton to cause the design, construction and maintenance of the Eastlake Parcel. This Agreement does not authorize any Party to act for another for any other purpose whatsoever.
- e. No Implied Waiver. A waiver by any Party of a breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Party.
- f. Notices. Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if hand-delivered, sent by certified mail or registered mail, postage and fees prepaid, addressed to the Party to whom such notice is to be given at the address set forth above. Such notice shall be deemed to have been given when deposited in the United States mail.
- g. Paragraph Captions. The captions of the paragraphs are set forth only for the convenience and reference of the Parties hereto.
- h. Integration and Amendment. This Agreement represents the entire agreement between Northglenn and Thornton with regard to the subject matter of this Agreement and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by Northglenn and Thornton. If any provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect.
- i. Exhibits All exhibits attached hereto and referred to herein are incorporated herein by this reference.

- j. Termination. This Agreement shall terminate once the Project is completed, open to the traveling public and the Parties have, by letter agreement, amended the "Intergovernmental Agreement for Right-of-Way Maintenance entered into by and between the City of Thornton and the City of Northglenn, Colorado," C.D. No. 2001-158, to amend the list of roadways under "City of Thornton Responsibility" to include the Project.
- k. Governing Law. This Agreement shall be governed by the laws of the State of Colorado.
- l. Venue. Venue for any actions under this Agreement shall be in Adams County, Colorado.

IN WITNESS WHEREOF, Northglenn and Thornton have executed this Agreement to be effective as of the day and year first above written.

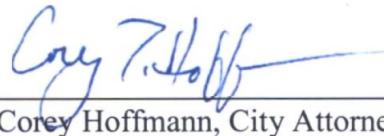
CITY OF NORTHGLENN, COLORADO


Meredith Leighty, Mayor

ATTEST:


Johanna Small, City Clerk

APPROVED AS TO FORM:


Corey Hoffmann, City Attorney

CITY OF THORNTON, COLORADO



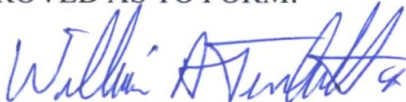
Kevin S. Woods, City Manager

ATTEST:



Kristen N. Rosenbaum, City Clerk

APPROVED AS TO FORM:



William A. Tuthill III, Interim City Attorney

Eastlake - 124th Avenue ROW IGA

